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Collective Bargaining Agreements

7-1-1990

Helena School District No. 1 and American Federation of State, County and Municipal Employees, AFL-CIO, Local 2774 (1990)

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Helena School District No. 1 and American Federation of State, County and Municipal Employees, AFL-CIO, Local 2774 (1990)

Keywords

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Comments

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MONTANA STATE COUNCIL No. 9

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
Affiliated With A.F.L.—C.I.O.



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International President

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May 18, 1990

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P.O. Box 172810
Helena, MT 59604

JUN 11 1990

VICE-PRESIDENTS

Duane Hartman
Rt. 2, Box 2364
Lewistown, MT 59457
Phone: 538-5090

Dear Mr. Jensen:

Don Davis
555 Edison
Butte, MT 59701
Phone: 723-5350

Enclosed is a copy of the agreement entered into between Helena School District No. 1 and Local #2774 of the American Federation of State, County and Municipal Employees, AFL-CIO.

Julie Dahlin
P.O. Box 728
Boulder, MT 59632
Phone: 225-4331

This agreement shall remain in effect from the 1st day of July, 1990 until the 30th day of June 1992.

Leann Schaff
5807 Kerr Drive
Missoula, MT 59803
Phone: 251-3232

Sincerely,

Mary Krausz
608 S. Lake
Miles City, MT 59301
Phone: 232-1616

G. F. Hagerman
(34)
G. F. Hagerman, Executive Director
Montana Council #9, AFSCME, AFL-CIO

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Sharon Jones
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GFH:sj

cc: Jim Schweigert, President Council #9
Commissioner of Labor Statistics
Bureau of National Affairs
Bob Meyers, AFSCME
Don Wasserman, AFSCME

JUN 11 1990

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AGREEMENT

This Agreement is made and entered into this 1st day of July, 1990, by and between the Helena School District No. 1, hereinafter referred to as the Employer and Local 2774 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union; for the purpose of promoting and improving understanding between the Employer, its employees and the Union, relative to: Employer-employee relations; conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all employees of Helena School District No. 1 as listed by classification in Addendum "A" which is attached and by this reference made a part of this Agreement as though fully set forth herein.

ARTICLE II - UNION SECURITY

- A. All present employees covered by this Agreement who do not make application for membership in the Union within thirty (30) calendar days of the effective date of the Agreement, shall, as a condition of employment, pay to the Union an amount equal to monthly Union dues as a contribution toward the administration of this Agreement. New employees shall be allowed thirty (30) calendar days after beginning employment in which to comply with this requirement. Employees who fail to comply with this requirement shall be discharged by the Employer within fifteen (15) calendar days after receipt of written notice from the Union.
- B. All part-time employees shall have to pay to the Union a "Service Fee" for administration of this agreement, equal to monthly Union dues upon completion of nine hundred sixty (960) hours. Failure to comply with this clause shall constitute a forfeiture of right to employment.

All permanent part-time employees presently employed by School District No. 1 as of April 20, 1990, shall suffer no reduction in pay or working conditions as a result of the following:

As of April 20, 1990, employees of School District No. 1 who were hired temporarily under the 960 hour provision of Article II Section B as well as future employees shall be called "Substitute Employees" until such time as they have completed 960 hours of employment. Upon completion of 960 hours shall be called "Temporary Part-Time Employees" and be subject to Article II Section A of the A.F.S.C.M.E. "Agreement."

Upon completion of their 960 hours they will be put on a waiting list in order of completion. As permanent entry level positions become available, and present AFSCME members have been given the opportunity to transfer into such positions, the "Temporary Part-Time Employee" shall be offered first refusal of said position. Should the employee who has first attained 960 hours refuse, the second employee to attain 960 hours shall be offered, and so on.

Temporary Part-Time Employees hourly rate of pay shall be 75% of starting scale.

ARTICLE III - DUES ASSIGNMENT

- A. The Employer agrees to accept and honor voluntary written assignment of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, service fee and dues.

6/92

- B. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the tenth (10) of the succeeding month, after such deductions are made.
- C. The Union agrees to hold harmless the Employer for any loss or damages arising from the operation of this Article due to unintentional errors.

ARTICLE IV - NON-DISCRIMINATION

No employee shall be discharged or discriminated against by the Employer for upholding Union principles or Union activities, as long as such activity does not interfere with the efficient operation of Helena School District No. 1. The Employer shall grant reasonable leave of absence to employees whenever required in the performance of duties as "duly authorized representative of the Union." "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the Employer. This clause shall comply with the Civil Rights Discrimination Act of 1964 and any amendments thereto.

ARTICLE V - EMPLOYMENT RIGHTS

A. Probationary Period

1. The Employer shall have six (6) months to evaluate new employees to determine the individual's competency.
2. During the probationary period, the Department Director or his appointee will conduct counseling sessions to inform the employee about strengths, weaknesses, and methods of improvement, and shall include a signed acknowledgement by the employee of the evaluation.
3. At any time during the probationary period an employee may be separated without recourse to the grievance procedure unless in conflict or violation of Paragraph 2 of this Article.
4. Reason for dismissal shall be in writing and a copy given to the employee.

B. Contracting

1. During the term of this Agreement, the Employer shall not contract-out or subcontract any work performed by employees covered by this Agreement.
2. In the event that the Employer proposes to contract-out or subcontract any work performed by employees covered by this Agreement, the Employer shall notify the Union Secretary in writing at least ninety (90) days prior to the expiration date of this Agreement.

C. Lateral Transfers

Lateral transfers shall be allowed within the School District and Bargaining Unit, only by mutual agreement between the two (2) employees affected, the Custodial/Maintenance Director and Labor/Management Committee. Such arrangement shall not create a vacancy and therefore shall not affect ARTICLE VI., F., 1. JOB POSTING.

D. Work-Study Employees

1. The Union recognizes and encourages the Employer to participate in any work study program available through federal or state grants; provided that:
 - a. Work-study employees will not be assigned to do any work that deprives an employee from any presently established salaried position, and
 - b. Such employees may be hired for NO MORE than 720 hours per year.
2. Students employed under a Work-Study program will not be required to pay union dues as the Union's contribution to the Work-Study program.

E. Part-Time Employees

1. Substitute and temporary part-time employees shall not be used in such a manner as to deprive the Union of any currently established permanent position or any permanent positions which may be created in the future.
2. Part-time employees are those employees who normally work less than forty (40) hours per week.

ARTICLE VI - WORKING CONDITIONS

A. Work Day:

Except as otherwise provided in this Agreement, a work day shall consist of eight (8) hours in a twenty-four (24) hour period, exclusive of the meal period.

B. Work Week:

The work week shall consist of forty (40) hours, consisting of five (5) consecutive days of eight (8) hours each, with two (2) consecutive days off in each seven (7) days. So far as is practical, the days of rest will be Saturday and Sunday.

C. Shifts and Meal Period:

1. When a meal period is assigned, it will be regularly assigned between the end of the third hour and the beginning of the sixth hour after the starting time of the day's work.
2. While school is in session shifts shall be established as follows:

Day Shift	7:00 a.m.	through	-	4:00 p.m.
Afternoon Shift	3:00 p.m.	through		11:30 p.m.
Evening Shift	11:00 p.m.	through		7:30 a.m.

3. While school is not in session, during the periods of summer vacation, Christmas vacation, spring break, teachers' conventions and inservice days, eight (8) consecutive hours without a meal period shall be assigned as constituting a day's work, in which not to exceed twenty (20) minutes shall be allowed to eat without deduction in pay. This shift shall be established as 8 a.m. through 4 p.m. for all employees excluding those specifically designated as "Boiler Watch."
4. Exceptions or changes to the established work schedules may be made by mutual agreement between the Union and the Management at a Labor-Management Relations Committee meeting.

D. Rest Period:

One 15-minute rest period will be granted at the end of the second hour of work and a second 15-minute rest period shall be granted at the end of the sixth hour of work.

E. Seniority:

1. Seniority shall be computed from the date the employee began regular uninterrupted service with the Employer.
2. Employees whose seniority dates are the same shall have their respective seniority rank determined by alphabetic listing. (No change in seniority shall be made because of change of name.)
3. On July 1st of each calendar year after the date of signing this Agreement, the Employer shall prepare and furnish to the Union a seniority roster of all employees in Addendum "A" hereunder:
 - a. Such roster shall at least include the numerical rank assigned, the name of each employee so classified, and date of hire.
 - b. Employees may protest their seniority designation through the usual procedure if they have cause to believe an error has been made.
4. Seniority shall be forfeited by discharge for cause or voluntary termination.
5. Layoffs caused by reduction-in-force shall be in order of seniority within the classification in which employed, that is, the employee last hired shall be the first released. Employees who are scheduled to be released shall be given at least ten (10) working days notice. All recalls to employment shall likewise be in order of seniority within the classification in which employed, that is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work; and if the employee fails to notify the Employer within ten (10) calendar days of an intention to return to work, such employee shall be considered as having forfeited reemployment rights. Recalls to employment under this section shall apply only to employees laid off in the previous 12-month period.

Full-time regular employees who have been laid off will be the first called for all available work and shall receive the regular custodian rate of pay and all benefits.
6. The Employer shall recognize seniority within the school district and qualifications in awarding promotions to the employees when filling newly created or vacated positions listed in Addendum "A". Where qualifications are equal, seniority within the school district shall prevail. It is the intention of the parties to this Agreement that the Employer shall grant preference to persons already in employment.

F. Job Posting

1. When a new position is created or a vacancy occurs in any existing position, the Employer shall, within five (5) working days, post in places to be agreed upon by the Employer and the Union a bulletin stating among other things: the designated area, not to be construed to mean school building, location and title of the position to be filled; a listing of the principle duties of the position; minimum qualifications; assigned hours of service; salary of the position; the starting date of the assignment; last date when applications will be received and accepted. Realignment of areas will be addressed through the Labor-Management Committee.

A designated area shall not limit management's authority to use employees in other areas provided the reassignment is properly assigned by the Assistant Director of Buildings and Grounds and logged. Such reassignment does not require the affected employees to change buildings, and the affected employees shall not be held responsible for the proper cleaning of their respective regularly assigned areas.

The above language does not preclude employees from agreeing to change buildings or locations during summer months provided the work in their respective regularly assigned areas has been completed.

2. All vacancies and newly created positions will be posted for a minimum of five (5) working days.
3. Assignments to all positions referred to in sub paragraphs 1 and 2 above will be filled by the Director of Buildings and Grounds or the Director's designee.
4. All employees who bid to a new position shall remain in that position for a period of six (6) months, unless there would be a change in hours worked or a change in the rate of pay in bidding to another position.
5. When a senior employee, who has applied for a bulletined position, is not assigned there, he may invoke the Grievance Procedure as outlined in this Agreement.
6. The Employer shall have one hundred twenty (120) days in which to determine the competency of an employee who bid to a new position. If the Employer determines after proper counseling that the employee is not competent to handle the new position, the employee will be assigned to any position open in which he is qualified.
7. The Employer shall notify the Union Secretary in writing as to when and by whom vacated positions or created positions are to be filled.
8. Promotional salary increases will be in accordance with this Agreement.

G. Work Rules:

1. The Employer agrees to furnish each employee a copy of all existing work rules.
2. Changes to existing work rules will be discussed with the Union before being implemented.
3. A Board Policy and Custodian's Handbook becomes a part of the work rules. Any conflicts between State Law and this Agreement will be negotiated.

H. Mandatory Meetings

The Employer is granted a total of eight (8) man hours per employee each year for meetings, with prior discussion with the Labor Management Relations Committee.

I. Union Training Conferences:

1. The Employer agrees to grant the Union a total of 64 man hours each year in order that selected union members can participate in Union educational programs or conventions.
2. The Union will notify the Department Director at least ten (10) days in advance along with the names of members selected to participate in such programs.

J. Past Practice:

It is understood and agreed that no employee shall suffer a reduction in wages and working conditions previously enjoyed because of the adoption of this Agreement unless such reduction is caused by a portion of this Agreement which has been negotiated into and included as a term within the Agreement.

K. Visits by Union Representatives:

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business so long as the duty function of the employee(s) is not impaired.

L. Union Bulletin Boards:

The Employer shall allow the Union to place Union Bulletin Boards in sizes and location mutually agreed upon with the Department Director. Materials posted will be limited to Union business. No personal political campaign literature shall be posted.

ARTICLE VII - HOLIDAYS

Employees will be granted the following Holidays without loss of pay:

- | | |
|--------------------------------|------------------|
| 1. July 4 | Independence Day |
| 2. First Monday in September | Labor Day |
| 3. Fourth Thursday in November | Thanksgiving |
| 4. December 25 | Christmas |
| 5. January 1 | New Year's Day |
| 6. Last Monday in May | Memorial Day |

Plus three (3) additional days:

One (1) to be used with Independence day each year

One (1) to be used with Thanksgiving

One (1) to be used with Christmas

The specific dates of the three additional holidays will be mutually agreed to through the Labor-Management Committee.

ARTICLE VIII - LEAVES

A. Vacation

1. Each employee is entitled to and shall earn annual vacation leave credits according to the following schedule.
 - a. From one (1) month through ten (10) years of employment at the rate of one and one-fourth ($1\frac{1}{4}$) days for each month of service.
 - b. After ten (10) years through fifteen (15) years of employment at the rate of one and one-half ($1\frac{1}{2}$) days for each month of service.
 - c. After fifteen (15) years through twenty (20) years of employment at the rate of one and three-fourths ($1\frac{3}{4}$) days for each month of service.
 - d. After twenty (20) years of employment at the rate of two (2) days for each month of service.
2. Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.
3. Annual vacation leave may be accumulated up to a total not to exceed two (2) times the earned annual rate as of the last day of any calendar year.
4. The dates when employees' vacations shall be granted shall be determined by agreement between each employee and the Department Director, with regard to seniority, the best interest of the Employer, as well as the best interest of the employee. Vacation time may be taken as earned, upon advance notice of at least seventy-two (72) hours to the Director of Buildings and Grounds, provided however, that employees shall only be allowed to use up to seven (7) days of vacation time during the regular school term, excluding those days when school is not in session. In cases of emergency (to be determined as they occur) employees may use any amount of accrued vacation time at any time during the year.
5. Unused earned vacation time shall be paid to the employee at his regular rate of pay at the time of separation from service.
6. In the event of death of an employee, unused vacation time shall be paid to the employee's heir at the employee's regular rate of pay providing the form designated by the School Business Office has been signed and is in the employee's file.
7. Vacation shall not accrue during a leave of absence without pay after which exceeds fifteen (15) days.
8. Holidays occurring while an employee is on paid vacation will not be charged as vacation.
9. Upon the signing of this Agreement, employees will be credited with vacation time not granted since July 1, 1972, in accordance with Paragraph 1, above.

B. Sick Leave

1. Sick leave means a leave of absence with pay for a sickness suffered by an employee or the employee's immediate family.

2. Employees shall earn sick leave at the rate of one (1) day per month from the first full pay period of employment without restriction as to the number of working days that may be accumulated.
3. Employees are not entitled to be paid for sick leave until they have completed ninety (90) days of employment.
4. An employee may not accrue sick leave credits during a leave of absence without pay which exceeds fifteen (15) days in duration.
5. Employees are entitled by law to receive a lump-sum payment upon termination equal to one-fourth (1/4) of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of termination.
6. An employee shall inform the Maintenance Shop and school four (4) hours in advance when reporting off the job, due to an illness which would require the employee's absence on any day. An employee shall give four (4) hours notice to the Employer before returning to work. Employees who fail to comply with this provision shall receive one (1) day off without pay. However, this provision shall not apply in cases of emergency which is to be determined by mutual agreement between the Employer and the Union.

Immediate Family Defined

An employee's immediate family includes: spouse, parents, grandparents (including all generations), brothers, sisters, children, grandchildren (including all generations), aunts, uncles, step-relations, household dependents, and all the same relations of the employee's spouse in like degree.

Bereavement Leave

1. In the event of death in the employee's immediate family, an employee will be granted up to ten (10) days leave of absence per year with pay.
2. Such leave must be requested in advance from the Department Director by the employee.
3. The number of days authorized for such leave will be determined by the circumstances of each particular case.

Leave Without Pay

1. All employees are entitled to take leave of absence without pay for good and sufficient reasons with prior approval of the Department Director.
2. Requests for leave of absence without pay shall be submitted in writing by the employee to the Department Director. The request shall state the reason for the leave and approximate length of time off the employee desires.

F. Military Training Leave

Any person who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, or Coast Guard, which now exists or may be created at any time in the future by proper authority, and who has been employed for a period of six (6) months, shall be given leave of absence with pay for a period of time not to exceed fifteen (15) calendar days in any calendar year for attending regular encampments, training cruises, and similar training programs authorized by the Secretary of Defense of the United States for the Montana National Guard or by the proper legal authority in charge of the reserve corps, or Coast Guard while in attendance at such annual encampment, training cruise, without the time being charged against the person's annual vacation. Pay under this section shall be the difference between the military pay and the employee's normal wage for the same period of time.

G. Jury or Witness Duty Leave

An employee subpoenaed to serve on Jury Duty or as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge witness or jury duty time off against annual vacation leave, the employee shall not be required to remit witness fees to the Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowance paid by the court. The Employer would prefer that the employee retain the jury/witness pay and that the employer's wage payment be reduced accordingly.

H. Unauthorized Leave

Any employee who is absent from duty without reason or permission, shall have pay deducted for actual time absent as disciplinary action for the absence. However, this does not preclude the Employer from taking further action.

ARTICLE IX - HEALTH, SAFETY AND WELFARE

A. Health

The Employer agrees to continue to contribute the employee's share of a Health Insurance Policy (District Health Insurance Package).

The district shall maintain, as allowed by Section 125 of the Internal Revenue Code, a salary reduction plan for flexible spending accounts. Participating employees shall assume the cost of the individual participation fee.

A summary of benefits will be furnished to all employees. Benefits may not be reduced without agreement by both parties.

Enrollment Under Medical Plan

New enrollees should inquire through the District Business Office as to procedures for enrolling. Any employee who desires to have membership after the deadline date for the enrollment must apply and provide evidence of good health acceptable to the insurance company.

Coverage begins on the employee's effective date for dependents who are eligible and were included on the employee's application. Eligible dependents added later are subject to the terms of the insurance policy.

The Board shall continue to provide the following insurance policies, in addition to the hospital, surgical, and medical coverage listed above:

1. A \$20,000 term life insurance policy that will cover every employee.
2. An accidental death and dismemberment insurance policy that will cover each employee.
 - a. In the case of accidental death - \$20,000
 - b. In the case of dismemberment - as per schedule
3. A weekly disability income insurance policy that will cover each employee; coverage shall pay \$160.00 per week for disability due to accidental injury starting on the expiration of sick leave for a maximum number of fifty-two (52) weeks. Employees new to Helena School District No. 1 should contact the School Business Office immediately to complete enrollment in the group.
4. The Union shall have the right to select a member to serve as its representative on the Health Insurance Committee.

Safety

1. The Employer shall carry Industrial Accident Insurance on all employees. Employees must within twenty-four (24) hours report in writing all personal injuries received in the course of their employment to the Department Director.
2. The Employer will insure that first aid kits are maintained in each work area.
3. Employees will report all safety hazards to their Shop Steward so they can be investigated and reported to the Department Director.

Unemployment Insurance

The Employer agrees to take the necessary action to insure that all employees covered by this Agreement are eligible to receive Unemployment Compensation upon termination of employment in accordance with Montana State Law.

ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE

Employees selected by the Union as Union Representatives shall be known as "Stewards." The names of at least three (3) employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee Chairman shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay.

Departure from the established procedure by any Union member shall automatically nullify recourse through the grievance procedure.

Departure from the established procedure by the Employer at any step, the grievance will automatically proceed to the next step.

- D. Any grievance or dispute which may arise between the Parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

Step I

Any employee, who is a member of the bargaining unit of the American Federation of State, County, and Municipal Employees, AFL - CIO, who feels the employee's rights have been violated shall report the fact in writing within three (3) working days of the aggrieved to a Steward. The Steward, with or without the employee present, shall present the grievance in a format to be followed through all steps of the grievance procedure to the Department Director within two (2) working days. The Department Director shall attempt to adjust the matter within three (3) working days.

NOTE: Should the Steward feel that a grievance affects several employees, the Steward may take the grievance directly to the Grievance Committee.

Step II

If the grievance still remains unadjusted, the Steward shall present it to the Grievance Committee Chairman within three (3) working days from receipt of the Department Director's reply. The Grievance Committee shall meet within three (3) working days from the receipt of the grievance. At least two (2) members and the Chairman must be present to form a quorum. The Grievance Committee will decide if the grievance is justified or not.

- a. If the Grievance Committee decides the employee's grievance is not justified, the Chairman shall notify the employee to that effect. The employee may appeal to the Union as a whole within ten (10) working days and the Union membership will decide the justification of the grievance at the next scheduled meeting by a majority vote. Should the Union decide the grievance is justified, the executive board shall proceed with the grievance.
- b. If the Grievance Committee decides the grievance is justified, with or without the presence of the aggrieved employee, they shall take up the grievance or dispute with the Superintendent of Schools or his designated representative. The Grievance Committee shall provide the Superintendent the following in writing:
 1. Name of the aggrieved.
 2. Nature of the grievance.
 3. Section of the Agreement, if applicable, violated.
- c. The Superintendent of Schools or his designated representative and the Department Director will discuss the facts of the case with the Grievance Committee in an effort to settle the matter and shall respond in writing to the Grievance Committee within five (5) working days.

STEP III

Should the Grievance Committee feel that the decision of the Superintendent of Schools or the Superintendent's appointee is unsatisfactory, the grievance shall be submitted within ten (10) working days to the Chairman of the Board of Trustees. The submittal shall be in writing and shall have attached thereto all of the statements and other documents which have been a part of the grievance record up to that time. The Chairman of the Board of Trustees shall consider such grievance and the evidence submitted therewith and shall make whatever additional investigation necessary or desirable and shall submit a decision on said grievance in writing to the Grievance Committee and Department Director within as short a time as possible not to exceed fifteen (15) days in cases involving suspension or termination, or thirty (30) days in all other cases after such grievance has been submitted.

STEP IV

Should the Aggrieved Employee and the Employer consider the reply of the Board of Trustees unsatisfactory, the Union shall, within five (5) working days of the receipt of the reply, notify, in writing, the Superintendent of Helena School District No. 1 and the Chairman of the Board of Trustees of its intent to refer the grievance to Arbitration. Thereupon, within ten (10) working days after such notice is delivered to the Chairman of the Board of Trustees, the Chairman and the Union shall jointly request the Board of Personnel Appeals, Department of Labor and Industry, State of Montana, to provide both parties with an identical list of names and addresses of five (5) persons who have indicated a desire to provide service as Arbitrators. The Union and the Chairman of the Board of Trustees shall, within three (3) days receipt of the list, meet and by alternately striking names from the list select the Arbitrator by requesting the services of the last name remaining on the list.

The Arbitrator so chosen will be contacted by the parties within two (2) working days and request to proceedings at the arbitrator's earliest possible date. During the proceedings the Arbitrator shall be provided with all evidence thus far obtained and shall hold a hearing to determine facts.

The Arbitrator shall be requested to render a decision within thirty (30) calendar days. Such decision shall be final and binding upon both parties in all cases involving a violation of this Agreement. Arbitration, not binding, shall apply as STEP IV in the Grievance Procedure for all cases not involving a violation of this Agreement. The Arbitrator shall have no authority to alter in any way the terms of the Agreement. The Arbitrator shall notify both parties of a decision in writing.

Expenses for the Arbitrator's services shall be born equally by the Employer and the Union.

It is understood by both parties to this Agreement that an appointed authority may replace any titled person mentioned in the above stated Grievance Procedure, providing that such appointment has full authority in the capacity of the person being replaced.

ARTICLE XI - COMPENSATION

A. Salaries and Wages

Conditions relative to and governing wages and salaries and extraordinary pay rates are contain Addendum "A" to this agreement, which is attached and by this reference made a part hereof as though set forth herein.

B. Overtime

1. Employees requested to work in excess of eight (8) hours in any twenty-four (24) hour period excess of forty (40) hours in any week will be compensated at the rate of one and one-half (1 1/2) times their normal rate of pay for the additional time worked.
2. No overtime shall be worked, except in cases of emergency, without the direction of proper authority.
3. Employees shall not be required to suspend work during regular hours to absorb overtime.
4. Overtime shall be paid in hourly increments.
5. When computing overtime, holidays, sick leave, or vacation time taken during the work week w considered as time worked.

C. Deduction Slips

Payroll deduction slips will be provided with pay warrant.

D. Budgets

The Union shall present to the Department Director and the Superintendent of Schools a copy of their recommended salary increases and other recommendations which would affect the financial program of the Employer not later than the 5th day of January each year. The Superintendent of Schools or the Superintendent's designated representative will meet with the Union to discuss their recommendations prior to being submitted to the Board of Trustees.

ARTICLE XII - LABOR-MANAGEMENT RELATIONS COMMITTEE

- A. The purpose of this Article is to establish an orderly procedure for the review of matters involving hour working conditions affecting employees covered by the Agreement.
- B. There is hereby established a Joint Union-Management Committee. This Committee shall be composed of staff representatives for Management; and the field representatives of Montana State Council No. 9, and/or field representatives' designee(s) for the Union, not to exceed four (4) employee representatives.
- C. The Union-Management Committee will meet at the request of either party upon receipt of three (3) working days notice, at a time and place mutually agreeable.
- D. Each party hereto must submit their agenda to the other party at least three (3) working days prior to the scheduled meeting.
- E. The agenda shall be limited to items which: (a) are of a group rather than individual interest and concern; (b) cannot easily be solved or answered through established supervisory channels.

- F. Disposition of matters covered in the Union Management meeting shall not contradict, add to, or otherwise modify the terms and conditions of the Agreement.
- G. A management designated representative shall serve and preside as Chairman at the meetings.
- H. Minutes will be taken by a person designated by the Chairman. The minutes shall consist of the topics discussed and the disposition of each. Copies of the minutes shall be reviewed and signed jointly by the Chairman and the President of the Local Union before said minutes become official and are distributed. A copy of the approved minutes will be furnished each party hereto within three (3) working days after being signed.

ARTICLE XIII - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the Parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XIV - TERMS, AMENDMENTS AND MODIFICATIONS OF BASIC AGREEMENT

- A. This Agreement shall be effective as of the 1st day of July 1990 and shall remain in full force and effect until the 30th day of June 1993, with the exception of salary which will be negotiated each year as per Article XI, Section D.

In addition each party to this Agreement shall have the option of opening no more than one non-budgetary Article of the Agreement each year of the term.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that they desire to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date.

- B. Neither party to this Agreement shall make unilateral changes in the terms of the Basic Agreement pending the settlement of the outstanding differences through mutually agreeable procedures.

ADDENDUM "A"
SALARY SCHEDULE AND EXTRA-ORDINARY PAY RATES
FOR CUSTODIANS AND BUILDING MAINTENANCE PERSONNEL

Effective July 1, 1990

YEAR	MONTHLY
Beginning - end of 1st year	1,213.00
After 1 year - end of 3rd year	1,478.00
Beginning of 4th year - end of 8th year	1,515.00
Beginning of 9th year - end of 13th year	1,567.00
Beginning of 14th year - end of 18th year	1,625.00
Beginning of 19th year - end of 23rd year	1,683.00
Beginning of 24th year - end of 28th year	1,733.00
Beginning of 29th year	1,784.00

In addition, any increase in insurance premiums for the employee will be paid for in full by the School District.

Anniversary Dates for Wages Only

Any employee who is hired before the 15th of each month shall have an anniversary date, for payroll purposes only, established as the 1st of that month. Any employee who is hired after the 15th of each month shall have his anniversary date, for payroll purposes only, established as the 1st of the following month. Raises in salaries shall be granted in accordance with this provision. This clause shall become effective retroactively as of February 1, 1977.

Shift Differential

Day and afternoon Shift Differentials will only be paid for nine (9) months when school is in session, and shall be prorated for twelve (12) monthly pay periods at \$19.50 per month.

Day Shift	\$.15 per hour additional
Afternoon Shift (beginning 3:00 p.m. or later)	\$.15 per hour additional
Night Shift (beginning 11:00 p.m. or later)	\$.25 per hour additional
Leadman's Pay	
Leadmen (Supervising four (4) or more) will receive an additional \$.45 per hour.	

Shift Deviation

Any shift not starting at the above stated hours and overlapping another shift by two (2) or more hours will be paid at the rate of the higher shift for the entire shift.

New Employees

All new employees shall be hired with provision for a probationary period provided for in Article V of this Agreement. All new employees will receive the starting salary for the probationary period, without a shift differential.

Sunday and Holiday Work


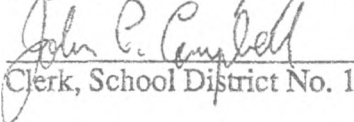
- A. Any employee requested to work on a Sunday or Holiday will be paid at double his normal rate of pay for hours actually worked or for a minimum of two (2) hours whichever is the greater.
- B. All call-out for overtime starting before midnight Saturday will not be governed by the Sunday and Holiday rule if that portion of the call-out worked after midnight is less than two (2) hours.

Split Schools


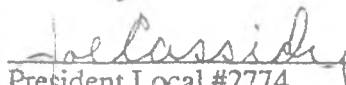
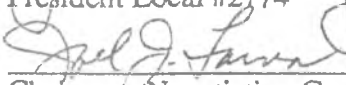
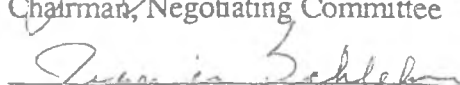
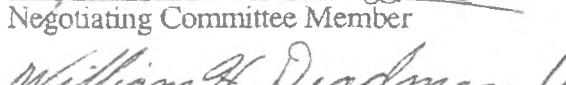
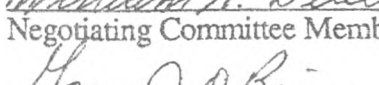
Those employees required to work in two or more schools during their regular shift shall be paid a differential of \$20 per month.

IN WITNESS WHEREOF: The Parties acting by and through their respective and duly authorized officers or representatives, have hereto set their hands and seals the day and year first above written.

FOR HELENA SCHOOL DISTRICT NO. 1


Chairman, Board of Trustees

Clerk, School District No. 1

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO


Montana State Council No. 9

President Local #2774

Chairman, Negotiating Committee

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

MEMORANDUM OF AGREEMENT.

Full time permanent employees hired before April 20, 1990, will remain on schedule to include the 5% cost of living increase. Employees hired after April 20, 1990, shall begin employment at the new beginning wage of \$1213.00 per month.

All new employees shall be hired with provision for a probationary period provided for in Article V of this Agreement. All new employees will receive the starting salary for the probationary period, without a shift differential.

FOR HELENA SCHOOL DISTRICT NO. 1

W. J. Running 4/20/90

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

Joel Cassidy
Joel J. Law